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ABSTRACT

This literature review and historical overview of academic collective bargaining in American higher education, with special emphasis on public higher education in Connecticut, is part of a Ph.D. dissertation entitled "A Development, Comparison, and Contrast of Selected Faculty Administration Consensuses Regarding Collective Bargaining Contracts in Connecticut's Four Subsystems of Public Higher Education." The review points out that the specific context in which an individual contract is negotiated appears to be the most important factor in determining the nature of that contract and its results. A key contextual factor seems to be the degree of adversarialism existent between the two power blocs, administration and faculty. The paper reviews: (1) the history and growth of collective bargaining by faculty in public institutions of higher education; (2) the reasons why faculty are turning to collective bargaining; (3) the early results of the process in public higher education institutions; (4) the influence of institutional context in the bargaining experience; (5) the problem of advarsarialism highlighted by the bargaining process; and (6) the ways in which collective bargaining might be adapted to the needs of faculty in public higher education institutions. (JMF)

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FACULTY COLLECTIVE BARGAINING--A SELECTIVE LITERATURE REVIEW

by

DONALD R. BRONSARD

1975

University of Connecticut

Chapter II of the Dissertation

"A Development, Comparision, and Contrast of Selected Faculty-Administration Consensuses Regarding Collective Bargaining Contracts in Connecticut's Four Subsystems of Public Higher Education"

Presented to the University of Connecticut

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Author's Note

The following is a review of the literature and an historical overview of academic collective bargaining in American higher education, with special emphasis on public higher education in Connecticut. It was written in 1975 as part (Chapter II, pp. 12-84) of the writer's Ph.D. dissertation at the University of Connecticut. The dissertation is entitled "A Development, Comparison, and Contrast of Selected Faculty-Administration Consensuses Regarding Collective Bargaining Contracts in Connecticut's Four Subsystems of Public Higher Education."

As the review points out, the specific context in which an individual contract is negotiated appears to be the most important factor in determining the natures of that contract and its results. Actually, each contract seems to be a mirror of the problems and atmosphere experienced by the 2 power blocs (administration and faculty) negotiating it.

A key contextual factor seems to be the degree of adversarialism existent between the 2 power blocs. An atmosphere of strong mutual trust and respect leads to a general contract allowing for much collegial flexibility;

an atmosphere of weak mutual trust and respect leads to a detailed contract allowing for little collegial flexibility.

Enabling legislation for collective bargaining by faculty in Connecticut institutions of public higher education became effective on October 1, 1975. Each of the four subsystems of public higher education in the state (the community colleges, the technical colleges, the four-year colleges, and the university) currently is preparing to use the process. The purpose of the dissertation was two-fold: (1) to develop as tight a consensus as possible among key administrators and faculty leaders in each of these four subsystems concerning the mix of contractual comprehensiveness and detail (contractual dominance) versus collegial flexibility (collegial dominance) considered most appropriate for a variety of matters in each subsytem; and (2) to compare and contrast these four subsystem consensuses via statistical analysis in order to determine whether or not significant differences exist among them. A detailed summary of the dissertation's findings is available in the ERIC information system (ED 125 432).

CHAPTER II

REVIEW OF THE LITERATURE AND HISTORICAL OVERVIEW

The literature concerning collective bargaining in business and industry is vast, ranging from general histories and theoretical works to specific analyses of the process as it pertains to longshoremen, firemen, and other particular groups. The literature concerning collective bargaining in elementary and secondary education is smaller, but still thorough. But the useful literature concerning collective bargaining by faculty in higher education in general and institutions of public higher education in particular, the specific focus of this study, is severely limited. Only a few worthwhile books and dissertations have been written on the subject, and most of the countless articles, pamphlets, speech transcripts, and short papers in the field are too narrow in scope, parochial in application, or technical in nature to be valuable beyond a local frame of reference. As Philip W. Semas said in the October 7, 1974 issue of The Chronicle of Higher Education, "a lot of the material simply isn't worth reading."[1]

Such shortcomings are only natural. The phenomenon of collective bargaining by faculty in public institutions of

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[1]Philip W. Semas, "Putting faculty unions between covers", The Chronicle of Higher Education, IX, 3 (October 7, 1974), p. 10.

higher education is relatively new and much like a fast-breaking news story. Reports are sketchy, contradictory, and confused. Impassioned rhetoric often substitutes for dispassionate analysis; initial empirical efforts support little more than conjecture; and opinion displaces judgment.

Collective Bargaining in Higher Education, Bibliography No. 3, by Daniel J. Julius and John C. Allen, is the most up-to-date reference for this literature[2] and, taken together with its companion volumes, No. 1 (1973) and No. 2 (1974), the most complete. Two other recent thorough bibliographies are helpful also: (1) that included in Faculty Power: Collective Bargaining on Campus, edited by Terrence N. Tice;[3] and (2) that included in Faculty Bargaining in the Seventies, also edited by Tice.[4]

This review of the literature and historical overview is divided into the following progression: (1) the history and growth of collective bargaining by faculty in public institutions of higher education; (2) the reasons why faculty are turning to collective bargaining; (3) the early results of the process in institutions of public higher education; (4) the influence of institutional context in the bargaining experience; (5) the problem of adversarialism highlighted by the bargaining

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[2]Daniel J. Julius and John C. Allen, Collective Bargaining in Higher Education: Bibliography No. 3 (New York: National Center for The Study of Collective Bargaining in Higher Education, Baruch College-CUNY, 1975).

[3]Terrence N. Tice (ed.), Faculty Power: Collective Bargaining on Campus (Ann Arbor: The Institute of Continuing Legal Education, 1972), pp. 331-349.

[4]Terrence N. Tice (ed.), Faculty Bargaining in the Seventies (Ann Arbor: The Institute of Continuing Legal Education, 1973), pp. 345-381.

process; and (6) the ways in which collective bargaining might be adapted to the needs of faculty in public institutions of higher education.

1. History and Growth

Hardly an issue of The Chronicle of Higher Education has been published recently without a news story or feature article on the subject of faculty collective bargaining in higher education. In the period of time spanning September 24, 1973 through February 18, 1975, a total of 85 articles and letters directly concerning the phenomenon were published. The coverage appears justified; the June 10, 1974 issue reported that 338 campuses throughout the nation had chosen collective bargaining agents while only 29 specifically had rejected the process.[5] Subsequent issues highlighted intensified efforts by various national faculty organizations to organize the professoriate. The July 8, issue concentrated on the National Education Association;[6] the September 3, 1974 issue featured the American Federation of Teachers;[7] the September 23, 1974 issue provided an overview of efforts being made in many states by several organizations.[8]

In material prepared for its third annual conference on collective bargaining by faculty in higher education, held on

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[5] "Where College Faculties Have Chosen Or Rejected Collective Bargaining Agents", The Chronicle of Higher Education, VIII, 35 (June 10, 1974), p. 24.

[6] Philip W. Semas, "Faculty Unionization", The Chronicle of Higher Education, VIII, 37 (July 8, 1974), p. 5.

[7] Philip W. Semas, "Union's New Chief Sets Sights on Colleges", The Chronicle of Higher Education, VIII, 41 (September 3, 1974), pp. 1, 4.

[8] Philip W. Semas, "Teacher Unions Girding", The Chronicle of Higher Education, IX, 1 (September 23, 1974), p. 3.

April 28-29, 1975, The National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, reported:

> By the beginning of April 1975, the National Center Library was able to identify 261 recognized or certified collective bargaining agents representing faculty units ... on 380 college campuses. By then, 80% of these agents, 209 of 261, had bargained contracts which cover 328 of the campuses. Our calculations show 93,900 faculty, 59,228 (63%) in four-year institutions and 34,672 (37%) in two-year colleges, now represented by collective bargaining agents ....
>
> According to the Digest of Educational Statistics, 1973, there were 405,000 full-time and 202,000 part-time faculty for a total of 607,000 in the United States ....
>
> If you use the 607,000 base figure, then 93,000 represents 15.5% of the potential faculty organized. If you adjust the base figure to compensate for the lack of bargaining coverage for part-time faculty, ... the percentage reaches or exceeds 20% depending on how large an adjustment you make.

The National Center calculates that 25% of all public two-year college faculty "are already organized and covered by an agent," followed by 17% of all public four-year college faculty and 7% of all private college faculty.[9]

Such figures are truly astounding; in 1965 collective bargaining by faculty in American higher education was virtually unknown. At that time, as E. D. Duryea and Robert S. Fisk observed in their book Faculty Unions and Collective Bargaining, faculty unionism was "an anathema to faculty members oriented to the professional nature of teaching and

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[9]"261 Institutions With Current Collective Bargaining Agents and 209 Contracts", a handout distributed to participants in the Third Annual Conference: Current Issues in Faculty Collective Bargaining, sponsored by the National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, April 28-29, 1975, p. 3.

research and its ideals of self-imposed professional standards".[10] David Newton explained this inhospitable climate succinctly. Working within an 800-year-old tradition grounded in the medieval university, said Newton, faculty members saw themselves as a community of scholars, professionals in a classic sense, "and were only vaguely or reluctantly aware that they were also employees".[11] This view was factually tenuous but honest. After all, faculty did enjoy academic freedom, were virtually self-governing in academic matters, and "collectively had the initial responsibility to hire, evaluate, retain, promote and confer tenure upon their fellow 'professionals'." As Newton noted, "American academics appeared determined to confirm Veblen's observation that among university professors there was a feeling ... that their salaries are not of the nature of wages, and that there would be a species of moral obliquity implied in overtly dealing with the matter."[12]

What happened? Several writers have traced the historical and philosophical foundations of collective bargaining by faculty in American higher education. Daniel R. Coleman's

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[10] E. D. Duryea, Robert S. Fisk, and Associates, Faculty Unions and Collective Bargaining (San Francisco: Jossey-Bass, Inc., Publishers, 1973), p. ix.

[11] David Newton, "Faculty Attitudes and Collective Bargaining in Higher Education", a 1974 stencilled paper in the files of the National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, pp. 1-2.

[12] Ibid., p. 2.

treatment of the subject in The Journal of the College and University Personnel Association is a concise, perceptive presentation.[13] Two other helpful treatments are those of Alan C. Coe[14] and Bernard J. Williams.[15] For a more elaborated presentation, Robert K. Carr and Daniel K. VanEyck's book Collective Bargaining Comes to the Campus is a good beginning.[16]

Many writers begin with the reminder that collective action by faculty originated in guilds in such medieval universities as those of Paris, Salerno, Bologna, and Oxford. They, at least, established the precedents for the role of faculty in their institutions. But the more direct beginnings of the current pehnomenon came much later.

Collective bargaining, per se, gained its initial forthright recognition in American law in the 1930's. In the beginning, according to Carr and VanEyck, this unique system

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[13] Daniel R. Coleman, "The Evolution of Collective Bargaining as it Relates to Higher Education in America", Part I, The Journal of the College and University Personnel Association, 23, 2 (March, 1972), pp. 40-60.

[14] Alan C. Coe, "A Study of the Procedures Used in Collective Bargaining with Faculty Unions in Public Universities", Part I, The Journal of the College and University Personnel Association, 24, 2 (March, 1973), pp. 1-22.

[15] Bernard Jay Williams, "Faculty Bargaining: Exclusive Representation with the Faculty Senate", The Journal of the College and University Personnel Association, 24, 4 (September, 1973), pp. 45-56.

[16] Robert K. Carr and Daniel K. VanEyck, Collective Bargaining Comes to the Campus (Washington, D. C.: American Council on Education, 1973), chs. 1, 2.

for conducting labor - management relations "took shape as a means of enabling the great mass of workers, principally blue-collar ones, to confront their employers on something approaching even terms in establishing the conditions of their employment".[17] The right to bargain collectively was granted to labor in the midst of the Great Depression by the National Industrial Recovery Act in 1933, but no enforcement mechanisms were created until 1935, when Congress passed the National Labor Recovery Act (NLRA) forcing employees to bargain collectively under appropriate conditions.

The principal enforcement agency of the NLRA is the National Labor Relations Board (NLRB), which consists of five members appointed to five-year terms by the President of the United States. This Board's function has been largely judicial in nature since 1947; at that time, the Taft-Hartley Act brought the investigative and prosecutorial functions within the purview of a General Counsel, an independent officer of the federal government appointed by the President to four-year terms. Both the Board and the Counsel have been important factors in the evolution of labor law ever since its inception; to a large extent, their interpretations of federal statutes, through court review, have developed into several additional laws. It was through this interpenetrative process in 1970 that the NLRB brought private colleges and universities with gross annual operating revenues of at least $1 million under its jurisdiction.[18]

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[17] Ibid., p. 1.

[18] Ibid., pp. 1-6.

All personnel in public higher education and in the few private institutions with gross operating revenues of less than $1 million are beyond the stated jurisdiction of federal collective bargaining statutes. Both are, thus, controlled by state law. The situation in public higher education is of special concern in this study. "Prior to 1965," wrote Carr and VanEyck, "the belief was widely held that bargaining between a sovereign government and its employees was improper in principle -- a contradiction in terms. Bargaining was also viewed as unnecessary in practice, on the ground that public employees could trust a responsible government in a democratic society to treat them justly, since ... it was not motivated by the businessman's wish to turn a profit." But this argument "was undermined as evidence accumulated that, in a pluralistic society, both elective and appointive officers who make public policy respond in varying, unpredictable, and highly political fashion" to a wide range of pressures. Thus, a new position is emerging: that government workers, along with those in the private sector, "should possess a common right and opportunity to use their collective strength to improve their lot."[19]

President John F. Kennedy paved the way for public sector bargaining in 1962, when he issued Executive Order 10988. This order extended limited rights to federal employees to join unions and to engage in collective bargaining

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[19] Ibid., pp. 22-23.

with the government. In 1965, Michigan and Massachusetts became the first states to enact general statutes authorizing bargaining by most or all public employees. By the end of 1972, 35 more states had followed suit.

In 1975, enabling legislation for collective bargaining specifically by faculty in community colleges and/or technical colleges exists in 22 states; enabling legislation for faculty in four-year colleges and/or universities exists in 20 states. Eleven more states are expected to pass enabling legislation pertaining to postsecondary faculty by the end of 1976, and 4 others are actively discussing it.[20]

Thomas Emmet, in a recent survey of this legislative activity, pointed out the obvious implications. "Some researchers," he wrote, "have predicted a leveling off of the collective negotiations boom in higher education. But in light of the number of pending state public employee collective bargaining laws, this seems less likely."[21]

The past two years have been, in fact, a period of slow growth for collective bargaining in public higher educa-

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[20] Thomas Emmet, "Background Paper for Remarks and Discussion on Interest Arbitration and Dispute Settlement", a handout distributed to participants in the Third Annual Conference: Current Issues in Faculty Collective Bargaining, sponsored by the National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, April 28-29, 1975, p. 9.

[21] Thomas Emmet, "Postsecondary Public Employment Legislation, a Status Report -- 1974" (Washington, D. C.: Academic Collective Bargaining Information Service, 1974), ED 092 037, p. 7.

tion, in comparison with its spectacular spread in the late 1960's and early 1970's, and some researchers interpreted this as a leveling off of the movement. But, more and more, students of the movement are reinterpreting the period as one of simple saturation in those states permitting the process on campus. Once enabling legislation in other states opens up new possibilities, the movement will move rapidly again. Joseph Garbarino, in a paper prepared for a conference held in April 1975, voiced the new assessment in the following way:

> If we look three to five years ahead, a good assumption is that two thirds of the states will have strong public employee bargaining laws covering public higher education. If we assume further that 70 percent of the faculty and professional staff in these states will be organized, and that private sector organization continues to maintain its present relative position, then there might be as many as 225-275,000 faculty and staff represented by faculty unions as against some 92,000 today. This may seem to be too high an estimate, but if a federal law covering non-federal public employees were to be passed in the next two years as some predict, it could even be a modest forecast.[22]

Federal legislation is, in fact, under current consideration by Congress. The most active bill (H.R. 9730), originally introduced in 1973 by Representative Frank Thompson (D-N.J.) in the House of Representatives, basically would extend NLRA coverage to public employees, thereby largely preempting state level legislation. In a feature

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[22] Joseph W. Garbarino, "Collegiality, Consensus, and Collective Bargaining", a handout distributed to participants in the Third Annual Conference: Current Issues in Faculty Collective Bargaining, sponsored by the National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, April 28-29, 1975, p. 18.

story on the subject appearing in the January 16, 1975 issue of the Washington Star-News, John Mathews pointed out that legislators are concerned with the possible inflationary effects of such a bill and its implications concerning federal versus state rights; but, he added, the liberalism of the present Congress may outweigh these objections.[23]

Meanwhile in Connecticut, according to General Assembly's Office of Legislative Research, enactment of enabling legislation has been under consideration "in every session of the legislature since 1970. In 1972, the General Assembly did enact such a statute, Public Act number 282, but the act was vetoed by the governor and the veto was not overridden." In every year since 1972, bills providing enabling legislation have been introduced but not passed into law.[24] In 1975, some new bills were introduced amid predictions by state and national observers that some sort of enabling legislation would be passed soon. The most promising candidate seemed to be Bill #5179, which would have provided for the negotiation of salaries and working conditions, binding arbitration of impasses, and a ban on strikes. The bill had been endorsed by the Public Personnel and Military Affairs Committee, the

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[23] John Mathews, "Public Employees Press 94th on Bargaining Rights", Washington Star-News, January 16, 1975, pp. A1, A6.

[24] Dennis Meltzer, Karla Fox, and Lawrence Furbish, Collective Bargaining for State Employees: Issues and Laws (Hartford: Office of Legislative Research, Connecticut General Assembly, 1974), p. 68.

Governor, and the Democratic majority of the General Assembly. On June 4, 1975, the General Assembly passed the bill with some amendments. The provision for binding arbitration was gone, and each of the four subsystems of higher education in the state was to bargain separately with its own board of trustees. All agreements were to be subject to ratification by the General Assembly before implementation. The bill was signed by the Governor on July 7, 1975 and became effective on October 1, 1975.[25]

All 3 major nationally-based faculty organizations (The American Association of University Professors, The National Education Association, and the American Federation of Teachers) long have been active throughout the state's system of higher education (12 community colleges, 4 technical colleges, 4 four-year colleges, and 1 state university with 5 branches and a separate Health Center. Operating largely through state and local chapters, all 3 are represented on virtually every campus, sharing the available faculty with such other organizations as the Connecticut State Employees Association and the Congress of Connecticut Community Colleges.

The technical colleges are the only subsystem in which one organization claims an overwhelming majority; here approximately 85% of the available faculty belong to the AFT. Ever since 1970, according to Tice, the AFT has represented its membership in this subsystem by making presentations to

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[25] This signed bill is now Public Act No. 75-566 ("An Act Concerning Collective Bargaining For State Employees"); it is included in Appendix 5.

the administration and to the board of trustees in accordance with established board procedures. "Through this process, informal agreements have been reached but no contracts."[26]

Such limited influence seems destined to change soon, however, as collective bargaining by faculty in public higher education comes to Connecticut.

2. Causal Factors

Much has been written about faculty's new attraction to unionism. Three reviews of the literature make good starting points for an investigation of the subject: those of Alan C. Coe[27], Carol H. Shulman[28], and Lynn William Lindeman.[29] Carr and VanEyck provide a most thorough discussion in their book Collective Bargaining Comes to the Campus.[30]

One of the most frequently mentioned factors promoting the growing unionization of the professoriate is simply the

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[26] Tice (ed.), Faculty Bargaining ..., p. 191.

[27] Coe, "A Study of the Procedures ...", Part I, pp. 13, 14.

[28] Carol H. Shulman, Collective Bargaining on Campus (Washington, D. C.: American Association for Higher Education, 1972), pp. 3-5.

[29] Lynn William Lindeman, "The Five Most Cited Reasons for Faculty Unionization", Intellect, 102, 2352 (November, 1973), pp. 85-88.

[30] Robert K. Carr and Daniel K. VanEyck, Collective Bargaining Comes ..., ch. 3.

spread of enabling legislation throughout the states.[31] But legislative permission to unionize would not seem to be a primary causal factor; if faculty had been waiting all these years to unionize, they would have pressed long ago for enabling legislation.

One of the earliest strong motivations pertained to the slipping role of faculty in institutional governance. During the 1960's, state systems of public higher education experienced unprecedented growth, and in an effort to deal effectively with the growing unwieldiness, administration became more and more centralized. A 1967 report by the American Association for Higher Education, Faculty Participation in Academic Governance, pinpointed this development as a major impetus for faculty unionism.[32] Commenting on the

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[31] See, for example, the following works: Ralph S. Brown, Jr., "Collective Bargaining in Higher Education", Michigan Law Review, 67 (Spring, 1969); William Boyd, "Collective Bargaining in Academe: Causes and Consequences", Liberal Education, 57 (October, 1971); Matthew W. Finkin, "Faculty Negotiations", Proceedings, Central Association of College and University Business Officers, April, 1970; Joseph W. Garbarino, "Creeping Unionism and the Faculty Labor Market", draft copy of a paper prepared for a 1972 Carnegie Commission on Higher Education Report summarized in Shulman, Collective Bargaining ..., p. 30; The Institute for College and University Administrators, "Chenango State University: A Case Study" (Washington D. C.: American Council on Education, date unknown); Myron Lieberman, "Professors, Unite!", Harpers, 243 (October, 1971); and William F. McHugh, "Collective Bargaining with Professionals in Higher Education", Wisconsin Law Review, 1 (1971).

[32] Arnold Weber (ed.), Faculty Participation in Academic Governance, a report by the AAHE-NEA Task Force on Faculty Representation and Academic Negotiations, Campus Governance Program (Washington, D. C.: American Association for Higher Education, National Education Association, 1967), ED 018 218.

report, Herbert E. Mazzola explained the effects of growing centralization as follows:

> The creation of a coordinated statewide, multi-campus system moves the locus of decision making for some issues of critical concern to the faculty to a level beyond the reach of local procedures. As the distance between the local campus and the locus of final decision widens, the individual faculty member feels himself to be a very small cog in an ever-growing bureaucratic organization. The academic develops feelings of frustration, isolation, and helplessness, for which he may believe that there is only one effective solution: collective action on the industrial model.[33]

Several recent dissertations highlight this development as a major causal factor,[34] as do other writers.[35]

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[33] Herbert E. Mazzola, "Collective Negotiations and University Faculties", The Journal of the College and University Personnel Association, 23, 4 (August, 1972), p. 38.

[34] See, for example, the following works: Malcolm Cleveland McInnis, Jr., "Demographic and Non-Demographic Variables Associated with the Florida State University Faculty Members' Attitudes Toward Collective Bargaining in Higher Education" (unpublished Ph.D. dissertation, The Florida State University, 1972); John William Moore, "The Attitudes of Pennsylvania Community College Faculty Toward Collective Negotiations in Relation to their Sense of Power and Sense of Mobility" (unpublished Ph.D. dissertation, The Pennsylvania State University, 1970); Audrey H. Muller, "Motives of Faculty Who Vote for a Bargaining Agent in Institutions of Higher Education" (unpublished Ph.D. dissertation, Boston College, 1973); Charles A. Shoup, "A Study of Faculty Collective Bargaining in Michigan Community Colleges" (unpublished Ph.D. dissertation, Michigan State University, 1969); and Gerard Edward Tupa, "Collective Bargaining and Organizational Change: Case Studies of Two Private Institutions of Higher Education" (unpublished Ph.D. dissertation, George Peabody College for Teachers, 1973).

[35] See, for example, the following works: Jack Barbash, "Academicians as Bargainers with the University", Issues in Industrial Society, 1, 1970 (Speech delivered in 1968 at the Midwest Division, Academy of Management); William Boyd, "Collective Bargaining ..."; Matthew W. Finkin, "Faculty Negotia-

The threat sensed by faculty seems real. Archie R. Dykes, in a 1968 statement sponsored by the American Council on Education, reported a survey in which 51% of the faculties involved felt their role in decision-making was minor; another 44% felt their role to be less than ideal.[36] In 1969, James H. Huber conducted another survey for the National Center for Educational Research and Development and reported that 44% of the faculty respondents felt "that there was no effective organizational medium for the expression of the faculty viewpoint."[37] Other writers have reached the same conclusion.[38] Wherever the power of decision-making lies --

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tions," ...; Joseph W. Garbarino, "Creeping Unionism ..."; John C. Hepler, "Timetable for a Take-over", Journal of Higher Education, 42 (February, 1971); Donald J. Keck, "Faculty Governance and the 'New Managerial Class'", NFA Reports, 5 (November - December, 1971); John C. Livingston, "Collective Bargaining and Professionalism in Higher Education", Educational Record, 48 (Winter, 1967); and State of New York Public Employee Relations Board, Decision and Order of the Director of Representation in the Matter of State of New York (SUNY) and State University Federation of Teachers ... and Faculty Senate and Civil Service Employees' Association, Inc. and Council of Affiliated Chapters of the American Association of University Professors, in SUNY, August 12, 1969.

[36] Archie R. Dykes, Faculty Participation in Academic Decision Making (Washington, D. C.: American Council on Education, 1968), p. 11.

[37] James H. Huber, The Occupational Roles of College Professors (Washington, D. C.: U. S. Department of Health, Education, and Welfare, 1969), p. 3.

[38] See, for example, the following works: Peggy Heim, "Growing Tensions in Academic Administration", North Central Association Quarterly (Winter, 1968); Israel Kugler, "Collective Bargaining for Faculties", Liberal Education, 56 (March, 1970); and Ernest Palola, "The Reluctant Planner: Faculty in Institutional Planning", Journal of Higher Education, 42 (October, 1971).

and it seemingly lies in many quarters at once in some states, with the board of trustees sometimes, various state agencies at other times, the governor or the legislature at still other times -- it increasingly lies not with faculty; this fact was an early major goad toward unionization and remains so today.

The booming 1960's also developed other faculty insecurities especially at four-year liberal arts colleges "emerging" from former teacher-training institutions and at community colleges which, at one time, were being opened almost at the rate of one per week. Mazzola, still commenting on the 1967 AAHE report, explained the problem at the emerging institutions as follows:

> New faculty members come with strongly held notions of faculty rights regarding representation and have negative reactions to the lingering style of rigid administrative control, especially where top administrators have a background of secondary education with an authoritarian tradition of management inappropriate to colleges and universities.[39]

In addition to feeling threatened by their administrators, younger faculty also worry about their senior colleagues, who often dominate the few faculty governance mechanisms allowed to exist.[40] And, the senior faculty, in turn, see their

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[39] Herbert E. Mazzola, "Collective Negotiations ...", p. 38.

[40] William Boyd, "Collective Bargaining ...", pp. 307-08.

power base threatened by the younger faculty who are often impatient with the traditionally long routes to power.[41] Furthermore, many of these senior faculty find themselves unprepared for a newly expanded institutional mission which puts new emphasis on research and graduate education.[42] Such insecurity on all sides provides interested audiences for union organizers.

The situation in the community colleges is similar in many respects: administrators often have been recruited from secondary school systems and bring with them methods and manners of administration better suited to that environment; and faculty members, often too from the same background, suffer from a variety of insecurities. Everett Carll Ladd, Jr. and Seymour Martin Lipset described their context in Professors, Unions, and American Higher Education. After noting the lack of faculty autonomy in these institutions, they go on as follows:

> Administrators and trustees exert a large measure of control over hiring and firing, and over the various economic decisions. Because there is little or no research activity, faculty may be judged differentially only in terms of teaching competence and school service, much as in a high school. There are few external sources of recognition, such as competitive job offers

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[41] Matthew W. Finkin, "Collective Bargaining and University Government", Wisconsin Law Review, 1 (1971), pp. 146-48.

[42] Lewis B. Mayhew, "Faculty Demands and Faculty Militance", The Journal of Higher Education 40 (May, 1969), pp. 343-47.

> dictated by national judgements about ability in a discipline. In this context, unions are a way of pressing for higher income and other benefits that will come for the collectivity or not at all.[43]

It seems to be no accident that collective bargaining by faculty has made its greatest inroads in such institutions.

Faculty's slipping role in governance and their other insecurities generated by that slippage and the tensions created by institutional growth and change apparently have spawned a third problem prompting unionization: a rising adversarialism between faculty and administration diminishing the traditional collegial atmosphere which once dominated their relationship. This phenomenon, at once prompting and aggravated by collective bargaining, is an important aspect of this study and will be treated more fully in section 5 of this review. But it is a causal factor and, thus, should be mentioned here.

Several students of collective bargaining by faculty have criticized governing boards and institutional administrators for what they see as insensitive responses to faculty fears and needs. Myron Lieberman cited unilateral policy formulation, interpretation, and implementation by governing boards without grievance mechanisms as important goads to faculty unionization.[44] Bertram H. Davis charged administrators

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[43] Everett Carll Ladd, Jr. and Seymour Martin Lipset, Professors, Unions, and American Higher Education (Hightstown: McGraw-Hill Book Company, 1973), p. 30.

[44] Myron Lieberman, "Professors, Unite!"...., p. 341.

with stimulating instead of suppressing faculty interest in unions through inappropriate reactions.[45] Lewis Mayhew found undue administrative devotion to antiquated and ineffective governance structures to be frustrating to faculty and conducive to their unionization.[46] And several dissertations have highlighted administrative authoritarianism as an important encouragement for faculty to unionize.[47]

The criticism has not been confined to administrators. John Corson long ago voiced the thoughts of many current administrators when he suggested that faculty influence in governance is inappropriate because their loyalties are toward individual, rather than institutional development.[48] Ruml and Morrison shared this view and urged trustees to remove from faculty responsibilities for curriculum design and administration.[49]

Stephen H. Epler, addressing himself in 1966 to

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[45] Bertram H. Davis, "Unions and Higher Education: Another View", Educational Record 49 (Spring, 1968), p. 143.

[46] Lewis B. Mayhew, "Faculty Demands ...", p. 341.

[47] See, for example, the following works: Terry Alan Cline, "A Study of the Relationships Between Colorado Community College Faculty Members' Attitudes Toward Collective Negotiations and their Perceptions of the Management Styles Used at their Colleges" (unpublished Ed.D. dissertation, University of Colorado, 1973); Malcolm Cleveland McInnis, Jr., "Demographic and Non-Demographic ..."; and Charles A. Shoup, "A Study of Faculty...."

[48] John J. Corson, Governance of Colleges and Universities (New York: McGraw-Hill Book Company, 1960).

[49] Beardsley Ruml and Donald H. Morrison, Memo to a College Trustee (New York: McGraw-Hill Book Company, 1959).

administrator-perceived stereotypes of faculty and faculty-perceived stereotypes of administrators in community colleges, described the view from both sides in blunt terms. In the eyes of faculty, an administrator "is crass, unimaginative, unscholarly, conservative, conventional, authoritarian, inflexible, philistine, and dull-witted. He is a paper-shuffler; he threatens 'academic freedom'; he is a lackey of a businessman board; he is a P.E. major."[50] Administrators, for their part, see faculty as resentful of authority:

> They, as pimply-faced boys, hated their fathers, but projected this hatred onto less threatening figures. These latent paranoids compulsively acquire degrees and become faculty members; here they perceive administrators as father-surrogates and seek revenge.... Thus, faculty are insecure, arrogant, petty-minded, defensive, pedantic, negative, rigid, supercilious, bitter, driven, compulsive, radical and reactionary.[51]

Adversarialism, of course, always has been present in academe, but usually in embryonic form hidden by a veneer of collegiality. Differences between faculty and administration in orientation, perception, and role expectations make complete harmony impossible. But the expansions of the '60's and the contractions of the '70's have rubbed the veneer thin and encouraged the embryo to grow. Recent headlines in The Chronicle of Higher Education attest to the growing climate of confrontation: "Southern Illinois Fires 104, Acts

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[50] Stephen H. Epler, "Faculty-Administration Relationships -- Why the Conflict?" (Washington, D. C.: U. S. Department of Health, Education, and Welfare, 1966), ED 014 951, p. 4.

[51] Ibid., p. 7.

to Bar Appeals"; "Department Heads Feel 'Cross-fire' As Institutions Trim Faculties"; "AAUP Censures 3 Colleges, Clears 2; Blacklist Now Has 40 on It, the Most in History"; "Many Trustees Seek to Assert More Control"; "Tenure: 2 in every 5 colleges are now reviewing it"; "Power: It's higher education's insiders vs. outsiders, a study says." In one article, the Chronicle reported that three professors at Indiana State University have analyzed the campus telephone book for a body count of administrators versus faculty to illustrate alleged favoritism toward administrative positions in what one professor called a "staffing formula fetish." The university's Vice President for Business Affairs dismissed the activity as "absolute gargage."[52]

Rhetorical lines are being drawn, psychological barricades are being raised. Lynn William Lindeman summed up the picture thusly:

> As mutual trust between faculties and administrations declines, as the area of shared goals narrows, and as economic questions become more important, faculties have become increasingly interested in organizations which represent their occupational interests. Faith in formula procedures and rules has replaced faith in administrators, who formerly claimed to be colleagues. The ideal of reasoned persuasion is being replaced by the ideal of codified relationships, obligations, and duties which collective bargaining is thought to bring about.[53]

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[52] "Too Many of Whom", The Chronicle of Higher Education, X, 3 (March 10, 1975), p. 6.

[53] Lynn William Lindeman, "The Five Most ...", p. 87.

Lindeman mentioned "economic questions" as becoming "more important." Naturally, faculty have looked to unionization for salary increases from the beginning. Several recent dissertations on the subject noted this expectation,[54] as did other writers.[55] But the recessionary-inflationary economic climate in the early 1970's has heightened this expectation into a major goad toward unionization.

Faculty salaries rose 75% in the 1960's and then stalled just as inflation began to neutralize supposed gains. Thus, economic realities clashed with faculty's rising financial expectations. The pinch was felt in many areas other than just in direct compensation: faculty expansion halted and reductions began; larger teaching loads emerged; federal and foundation support for research dried up; and such long-enjoyed amenities as tenure, sabbatical leaves, and travel allowances were threatened.[56]

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[54] See, for example, the following works: Susan Ann Gebhardt, "The Setting and Scope of Collective Negotiations in Higher Education, 1970" (unpublished Ph.D. dissertation, The Catholic University of America, 1972); Malcolm Cleveland McInnis, Jr., "Demographic and Non-Demographic ..."; Audrey H. Muller, "Motives of Faculty ..."; and Charles A. Shoup, "A Study of Faculty ...."

[55] See, for example, the following works: William Boyd, "Collective Bargaining"...; Matthew W. Finkin, "Faculty Negotiations ..."; John C. Hepler, "Timetable for ..."; Myron Lieberman, "Professors, Unite!"...; Phyllis Malamud, "Faculty: Labor or Management?", Change (September, 1971); The Michigan State University Faculty Affairs Committee, "An Impartial Review of Collective Bargaining by University Faculties", March 9, 1971, HE 002 640 (RIE, March, 1972); and Carl M. Stevens, "The Professors and Collective Action: Which Kind?", a paper presented at the 25th Anniversary of The University of Minnesota Industrial Relations Center, May 18, 1971, HE 002 604 (RIE, March 1972).

[56] Alan C. Coe, "A Study of the Procedures ...", Part I, p. 14.

All faculty are affected by such conditions, but the newest, youngest faculty -- and institutions -- feel it most. Far greater in debt and with far fewer capital investments than most others of his age and education, the young faculty member has become increasingly irritated by the obvious gap between his economic prospects and those of men in other professions and of his own senior colleagues.[57]

As Peggy Heim pointed out in 1968, the institutional expansions of the 1960's produced an "assistant professor bulge." And now, these lower-ranked faculty are the most frustrated of all as promotions and even job security become threatened.[58] Aggravating their annoyance is their modernistic disposition to question traditional roads to success in academe. Peer evaluations, publish-or-perish pressures, and grantsmanship are, for them, sheer marketplace processes which are at best irrelevant and at worst destructive on campus. Speaking of peer evaluation, John Livingston summed up their general attitude toward all of these processes as follows: it is "a form of ritual cannibalism which no other profession has inflicted upon itself, and the means by which a professional face can be put on an activity which is purely businesslike and bureaucratic."[59] These newest members of the academic community, then, often

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[57] Herbert E. Mazzola, "Collective Negotiations ...", p. 39.

[58] Peggy Heim, "Growing Tensions ...", p. 248.

[59] John C. Livingston, "Collective Bargaining and Professionalism ...", pp. 82-83.

recruited from socio-economic backgrounds quite conducive to unionization and very impatient with traditional behaviors, find themselves surrounded by older colleagues grown self-protective and legislatures grown almost anti-academic by the economy. Looking for an ally, they see the positive effects of unionism in municipal school systems and institutions of higher education all around them.[60]

There is keen competition among various professional organizations of academic personnel to become the one formally recognized bargaining agent on campus. This competition is often cited as the last major causal factor in the unionization of the faculty. The American Federation of Teachers (AFT) seems to have initiated the process; ever since 1935, it has advocated collective bargaining by faculty in a manner similar to that in the industrial sector. This stance was more rhetoric than practice, though, until 1958, when a Federation convention resolved to make a major effort in the field. By 1960, Federation locals had been established at several California state colleges; by 1963, the AFT was active in community colleges; and by 1966, the organization claimed locals in 50 institutions of higher education.[61] By 1971, 200 locals had been established and the organization

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[60] See: William Boyd, "Collective Bargaining ...", p. 310; and Ralph S. Brown, "Collective Bargaining for the Faculty", Liberal Education, 56 (March, 1970), p. 76.

[61] Alan C. Coe, "A Study of the Procedures ...", Part I. pp. 16-17.

listed more than 20,000 members in higher education.[62] By 1974, this latter figure had jumped to 35,000.[63]

Originally less militant and far larger than the AFT is the National Education Association (NEA). The NEA has long been the dominant organization in municipal school systems and, until recently, only made a limited effort in higher education, mainly at state colleges with faculty from public school backgrounds.[64] Considering itself a major spokesman for the education profession and stressing the professional responsibilities of faculty, the NEA, again until recently, preferred joint efforts by faculty and administration to the AFT's emphasis on adversarialism. Competition from the AFT, mixed with new, more positive attitudes about unionism in its prospective membership, has forced the NEA through a decade-long evolution toward a more hard-line bargaining approach.[65] Simultaneously, the NEA has been increasing its efforts in higher education. Beginning in 1965 with a new effort in two-year colleges, the NEA, by 1971, could claim 31,000 personnel in higher education among its membership.[66]

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[62] Lynn William Lindeman, "The Five Most ...", Part I. pp. 88.

[63] Virginia Lee Lussier, "National Faculty Associations in Collective Bargaining: A Comparative Discussion" (Washington, D. C.: Academic Collective Bargaining Information Service, 1974), ED 094 659, pp. 9-10.

[64] Herbert E. Mazzola, "Collective Negotiations ...", pp. 43-44.

[65] Alan C. Coe, "A Study of the Procedures....", Part I, pp. 17-18.

[66] Lynn William Lindeman, "The Five Most ...", p. 88.

By 1974, the tally was up to 51,000.[67]

The last among these "big three" organizations is the American Association of University Professors (AAUP). The AAUP has the largest membership among faculty in higher education, and it traditionally has been the least militant in terms of adversarial rhetoric. Ever since its inception in 1915, the AAUP's primary goals have been to support faculty participation in institutional governance generally and specifically to protect traditional faculty prerogatives in academic matters. Collective bargaining in the classic sense was considered by the AAUP to be incompatible with the collegial nature of academic institutions which it espoused. In 1969, the AAUP softened its stand on collective bargaining. And, in 1972, feeling intense competition from both the AFT and NEA, it declared collective bargaining a major process for use in achieving Association goals.[68] From a membership high of 90,077 in 1971, the AAUP seems to have suffered for its late and cautious entry into the movement with a loss of 17% by 1974; in that year, it had 75,069 faculty members on its rolls.[69]

When one compares the labor rhetoric of the AFT with the more genteel language of the NEA (where "bargaining"

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[67] Virginia Lee Lussier, "National Faculty Associations ...", p. 10.

[68] Alan C. Coe, "A Study of the Procedures ...", Part I, pg. 16.

[69] Virginia Lee Lussier, "National Faculty Associations ...", p. 9.

often becomes "negotiations" and "strikes" are "sanctions") or the schizoid positions of the AAUP (geared to keep both sides of a membership deeply divided over the efficacy of collective bargaining happy simultaneously), he might conclude that there are major differences among the organizations. But, as several writers have pointed out, the differences are more seeming than real. As the competition for faculty membership has evolved into the 1970's, all three have become, in actuality, very much alike in philosophy, goals, and tactics.[70] All three -- along with lesser organizing forces such as state employee associations and system- or college-wide faculty organizations -- have sensed the growing importance of collective bargaining in academe and, in their own ways, are hastening the fulfillment of their own prophesies.

Connecticut has not been immune to any of the pressures toward faculty unionization discussed in this section. Enabling legislation became effective recently; the 4 state four-year colleges recently have "emerged" from an emphasis on teacher-training and have adopted a liberal arts orientation, and the 12 community colleges all have been established within the last 15 years; institutional governance in all four subsystems is becoming increasingly centralized in their respective boards of trustees, a Commission for Higher Education, and in the machinery of state government; adver-

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[70] See, for example, Virginia Lee Lussier, "National Faculty Associations ...."

sarialism seems to be growing everywhere; promotions are down to a trickle and even annual increments have become objects of yearly speculation; and state and local chapters of various faculty organizations are increasing their unionist rhetoric. No detailed study has been done on these developing trends and their effects upon faculty; such an investigation is beyond the scope of this study as well. But the growing atmosphere of faculty dissatisfaction can be seen informally through comments made by faculty leaders in all four subystems in connection with this study. Here is a sampling of commentary from the community colleges:

> As you may know, the C. College tenure provision has been lifted by our Board from our proposed personnel policies. Unless such areas are protected contractually, a Board unfamiliar with academic life can simply deny such traditional features of academic life without explanation or even significant debate. Our Board has not offered <u>any</u> written arguments against tenure or any of their reasons for taking it from our personnel policies. I, for one, do not like the prospect of inflexible contractual arrangements. But when our Board of Trustees can, without much consideration of the matter ..., propose to substantially change our terms of employment and our standing in our system, then we as faculty feel we must have protection -- i.e., bargaining.
>
> I have to speak from where I am. In this college faculty input is near zero on this (academic affairs) and all matters. Since collegiality has not been allowed to function, I must look to the contract.
>
> In this college, there is no pretense of faculty governance. Governance here is solely by the chief executive.
>
> At our college, the administration has continually tried to limit faculty role in governance and has a sad record of failure to accept faculty recommendations. Faculty mem-

> bers have been intimidated by the president's unlimited use of his prerogatives and disciplinary powers. It has become vital that the faculty role on governance be spelled out in a contract.

A faculty leader in a technical college summed up the feelings of many of his AFT-oriented colleagues in the following short statement: "After ten years in the system, I feel there is NO collegial attitude beneficial to the faculty in the technical colleges."

An administrator in one of Connecticut's emerging four-year colleges, after completing a questionnaire in which he opted for a stong contract, made the following comments:

> If I could have read my responses of today ten years ago, they would have seemed ludicrous. These responses are not what I would like to see; they represent what I feel is being demanded by a vociferous minority of the faculty; a much more "collegiate" majority exists, but it is a silent and as yet passive majority. Woe to the next generation!

A faculty member at the University of Connecticut had this to say: "To me, collective bargaining is one step towards a fully democratically run university and therefore I would include as much as possible in the contract because here the faculty has power." Another man, stationed at a university branch, defended his hardline unionist position as follows: "If I were not at a Branch Campus of the University, maybe I would not be such a stickler on some of my positions. But my reactions are based on experience and treatment of faculty at the Branches."

3. Results of Collective Bargaining

Whether or not educators in Connecticut or anywhere

else will be happy with the results of collective bargaining is currently a topic of debate among students of the movement. For sheer volume, outcomes of the process join with causal factors as the 2 most popular subjects in the field. Discussions of results differ in quality from those of causes mainly in being more speculative. Little more than informed opinion has been possible thus far in the short history of collective bargaining in higher education. A few revealing empirical studies have emerged and will be discussed later in this section, but first the informed opinion.

The opinion falls into 2 major categories: The advocates, be they positive or negative, and the objective speculators. In the former category, viewpoint is everything. Two good examples involve a pair of presentations made at the Third Annual Conference sponsored by the National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, on April 28- 29, 1975. Richard Chait argued that faculty unions and academic tenure were on "a collision course" and that unionism could end the tradition. After pointing out a conflict between tenure's elitism and the egalitarianism of unions, Chait went on as follows:

> Second, with a strong contract will anyone <u>need</u> tenure or will tenure be a superfluous second coat of armor? Suppose contracts provide: a detailed evaluative process, terminations only for reasonable cause, stringent grievance procedures, and the right for arbitrators to reverse academic judgments and reinstate the aggrieved. What more need be? Do athletes with no-cut contracts demand tenure too? Will anyone support

protection beyond full due process procedurally and substantively?[71]

Irwin Polishook, a unionist, followed Chait and agreed that a strong contract such as that described above would render tenure useless. He saw the possibility as a distinct improvement over the tenure-conferral process as it is usually handled, often inequitably, in most institutions.[72]

Articles, conference papers, and speech transcripts by such advocates abound in the literature of collective bargaining in higher education.[73] Far fewer in number are the speculations of the more objective observers. Basing their judgments more on what little is known or can be inferred about collective bargaining in higher education, their work seems to be a more reliable guide. Notables among these writers include such men as Kenneth P. Mortimer, Donald H. Wollett, James P. Begin, Terrence Tice, and Joseph Garbarino;

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[71] Richard Chait, "Faculty Unions and Academic Tenure: On a Collision Course", a handout distributed to participants in the Third Annual Conference: Current Issues in Faculty Collective Bargaining, sponsored by the National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, April 28-29, 1975, p. 13.

[72] Mr. Polishook did not use a prepared text; thus a transcript of his remarks on April 29, 1975 is not available at this writing.

[73] See, for example: Joyce H. Pillote, "Faculty Bargaining and Traditional Governance Processes at Central Michigan University", Academics at the Bargaining Table: Early Experience, proceedings of a conference held at the University Extension Division, Rutgers University, October 26, 1972, edited by James P. Begin (New Brunswick: Rutgers University, 1973), ED 082 701, pp. 25-34; and Arnold A. Strassenburg, "Collective Bargaining on the Campus", Journal of College Science Teaching, 3 (May, 1974), pp. 360-361. The first is a positive view, the second a negative one.

their names appear often in every bibliography on this subject.

Carol H. Shulman's review of the literature is a reliable guide to both categories of writers.[74] And George W. Angell's "Some Suggested Advantages and Disadvantages of Collective Bargaining: Special Report No. 1," published by the Academic Collective Bargaining Information Service in October, 1974, is a useful summary.[75] In his report, Angell culled through the speculations and identified 19 advantages and 19 disadvantages discussed by these writers.

The proclaimed advantages run as follows: (1) bargaining is more efficient than traditional processes "in representing faculty positions"; (2) it promotes an "equality of power" by faculty and administration; (3) unlike many traditional policies and procedures, bargained contracts "carry the force of law"; (4) it usually provides mechanisms for impasse resolution considered fair by both faculty and administration; (5) far more than traditional procedures, bargaining facilitates "continuous and meaningful" communication between faculty and administration; (6) it promotes a "better understanding of the workings of the institution in everyone; (7) it provides an effective "mechanism for the resolution

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[74] Carol H. Shulman, "Collective Bargaining on Campus: Recent Experiences", ERIC Higher Education Research Currents (Washington, D. C.: ERIC Clearinghouse on Higher Education, American Association for Higher Education, 1974), ED 089 602.

[75] George W. Angell, "Some Suggested Advantages and Disadvantages of Collective Bargaining" (Washington, D. C.: Academic Collective Bargaining Information Service, 1974), ED 097 821.

of individual problems"; (8) it fosters clear "definition of administrative policy and procedure"; (9) it strongly guarantees the rights of both faculty and administration; (10) it often produces better faculty compensation systems; (11) it usually increases "the faculty's collective responsibilities in decisions" most directly affecting them; (12) it diminishes the effect of subjective administrative evaluations of faculty; (13) it enhances the role of younger faculty in institutional affairs; (14) it helps minority interests by aiding in the enforcement of "equal opportunity laws and regulations"; (15) it promotes institutional loyalty in faculty; (16) where collegiality has been weak, bargaining extends the role of faculty in determining educational policy; (17) it provides strength to faculty in their competition with other state employees for funds; (18) it strengthens the hands of both faculty and administration in dealing with external influences; and (19) it encourages collegiality by specifying areas of consultation prior to policy implementation.

The proclaimed disadvantages are: (1) "increased costs" generated by faculty dues and added administrative staff and time devoted to the process; (2) "loss of flexibility" for both the individual faculty member in negotiating his own deals and administrators in everyday affairs; (3) the "inappropriateness of job actions," such as strikes, for aesthetic and practical reasons; (4) an "increased bureaucracy" needed to facilitate the process which may concentrate power at the bargaining table and produce homogeneity on campus; (5)"un-

favorable power shifts" from faculty to union which may force administrators to behave more like managers; (6) increased adversarialism between faculty and administration, seriously weakening the traditionally collegial decision-making process; (7) "increased demands on faculty" in productivity in return for salary gains; (8) "diminished university autonomy" if the union deals directly with the funding agent other than the institution, such as in the case of state-run establishments; (9) the encouragement of "exaggeration and emotions" rather than dispassionate truth-seeking in table negotiations; (10) "loss of student representation" in institutional affairs as the two-party bargaining process becomes dominant; (11) "standardized pay" scales and increases, diminishing pressure for excellence in faculty performance; (12) "funding problems" caused by lack of coordination between state funding agencies and administrative negotiators; (13) "loss of diversity" as faculty mobility and institutional flexibility suffer from contractual rigidities; (14) the possibility of "involuntary contributions" to unions by faculty not wishing their representation; (15) the risk of losing such traditional faculty rights as academic freedom and tenure in trade-offs at the bargaining table; (16) loss of faculty integrity if they are forced into bargaining units with part-time teachers or non-teaching professionals; (17) "loss of self-governance" as impasse resolution becomes the responsibility of outside arbitrators; (18) "loss of full participation of faculty" not

willing to submit to union representation; and (19) a loss of credibility as two different, and often conflicting, points of view emanating from the campus are presented to the public.

Many of these advantages and disadvantages contradict one another, of course, and some overlap. Daniel R. Coleman, in a categorized review of some of these speculations, drew some general conclusions to put the matter into a more manageable perspective.[76] Concerning the impact of faculty collective bargaining on the institutional president, Coleman saw a consensus that his role will have dual purposes:

> In addition to serving as a leader in the negotiating process, he will have to develop a better understanding of the faculty and the educational community so that he can bring all of the available resources to the total development of the institution. Thus, he will serve as an implementer and a leader.[77]

For Coleman, the impact of bargaining on faculty revolves around a basic question: "Will collective bargaining provide a unifying effect to the institution, or will it destroy the community atmosphere?" He concluded that the answer to this question depends upon the basis of bargaining in each institution; if that basis is adversarial, he said, "it is likely that the impact of the negotiation process will spill over into the normal operations of the academic

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[76] Daniel R. Coleman, "The Evolution of Collective Bargaining ...", Part II, The Journal of the College and University Personnel Association, 23, 3 (May, 1972), pp. 1 - 20.

[77] Ibid., p. 7.

community. Thus, collective bargaining could destroy the academic environment of the institution." [78]

Students have had a growing voice in institutional affairs for some years now, and they too will be affected by faculty bargaining on such issues as class size and student-faculty ratio. Therefore, concluded Coleman after reviewing the speculations of others, students probably will become involved in the process. But their "involvement will not become extreme, unless the power of faculty collective bargaining is uncontrolled." [79]

Classified non-professional employees, in Coleman's view, will not be included in a faculty bargaining unit and their "impact on the academic program should be nebulous." He warned, however, that "it is conceivable that faculty or staff will strike in sympathy with the other group when they have a common affiliation".[80]

The mission of institutions of higher education constantly evolves to meet societal needs. Coleman agreed with those speculators who forecast that the advent of faculty bargaining need not deter change and innovation if the process is adapted to the peculiarities of academe. "However," he cautioned, "the traditional wages, hours, and working conditions model would be analogous to the Yale report of 1828 with regard to change." [81]

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[78] Ibid.

[79] Ibid., pp. 9-10.

[80] Ibid., p. 10.

[81] Ibid., p. 11.

Concerning the impact of bargaining on decision-making, Coleman concluded that the senate, a traditional vehicle for faculty participation, will be eclipsed by a new stronger apparatus not subject to a president's veto power. He had ambivalent feelings about the process's effect on tenure. If the process is properly adapted to the needs of higher education, he said, it can be a positive force; if not, and tenure or an alternate union safeguard becomes "a protectorate of mediocre faculty," then the results "could destroy higher education." In a related area, merit awards, Coleman was less hopeful, pointing out that equitable arrangements are difficult to work out and administer in a unionized environment.[82]

Coleman ended with a discussion of bargaining's impact on society. "The common man," he said, "has always had a certain awe or mythical respect for the university man. He has always considered the academic man to be a professional, even though the academic has wrestled with his professional status." This image most surely will change with the advent of bargaining and its understandable dynamics, along with its partisan appeals to public sympathy. The mythic dimensions will fade away, and "society will become more familiar with the operation of higher education." Criticism will then increase, and accountability will be a major concern. "The impact of collective bargaining goes far beyond the traditional

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[82] Ibid., pp. 11-14.

items of wages, hours, and working conditions in higher education," said Coleman in closing.[83]

The empirical literature concerning the results of faculty collective bargaining discloses few broad patterns. One concerns compensation. Contracts seem to have had positive influence on it. In a 1972 study concentrating on community colleges in the midwest, John W. Gianopulos saw bargaining win higher pay increases than would have been expected otherwise.[84] Audrey H. Muller, in a 1973 dissertation gathering reactions from four-year campuses in regionally scattered areas, also reported faculty satisfaction with economic gains through the process.[85] Charles A. Shoup's 1969 dissertation concerning thirteen community colleges in Michigan found similar results; everyone -- trustees, presidents, and faculty -- agreed that bargaining had brought better salaries and fringe benefits.[86] Alan C. Coe, in a review of the empirical research, reported that a faculty committee at Michigan State University surveyed "union leaders and administrators at Central Michigan University, City University of New York, Rutgers University, St. Johns University, and Southeastern Massachusetts University" in

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[83] Ibid., p. 14.

[84] John W. Gianopulos, "Beyond the Bread and Butter Issues", Junior College Journal, 42 (March, 1972), p. 18.

[85] Audrey H. Muller, "Motives of Faculty ...."

[86] Charles A. Shoup, "A Study of Faculty ...", pp. 62-67.

1971 and found that, with one exception, all attributed an "appreciable increase in faculty salaries at their institutions" to collective bargaining.[87] In a conference paper delivered in April, 1975, Jerome M. Staller reported on a study he ran on 1970-71 data for 263 community colleges throughout the United States which showed that unionization "appears to have raised total compensation primarily through its impact on increasing the value of employer contributions on fringe benefits" rather than through direct salary increases.[88] And finally, Christine E. G. H. Gram's 1971 dissertation studied before-and-after salaries in eight Michigan community colleges.[89] Coe reported her findings thusly:

> Salaries were more homogenous before collective bargaining within colleges, disciplines, degree and experience levels, and for all colleges in the study. There was a greater difference between high and low salaries after collective bargaining. Therefore, Gram concluded that unions sought greater maximum salaries, which everyone had the opportunity to achieve rather than a greater standardization of salaries.[90]

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[87] Alan C. Coe, "A Study of the Procedures ..,", Part II, The Journal of the College and University Personnel Association, 24, 3 (May, 1973), p. 7.

[88] Jerome M. Staller, "The Impact of Collective Bargaining on the Faculty at Two-Year Public Colleges", a handout distributed to participants in the Third Annual Conference: Current Issues in Faculty Collective Bargaining, sponsored by the National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, April 28-29, 1975, p. 39.

[89] Christine Elise Groefsema Harris Gram, "Impact of Collective Bargaining on Faculty Salary Structures in Michigan Community Colleges" (unpublished Ph.D. dissertation, The University of Michigan, 1971).

[90] Alan C. Coe, "A Study of the Procedures ...", Part II, p. 7.

Other studies have found more homogeneity in salaries won in collective bargaining. All agree, however, that they have gone up.

Another area in which faculty bargaining seems to have made a positive impact is that of institutional governance. Faculty covered by Muller's study of four-year campuses believe that their participation in governance and decision-making is greater now than before bargaining began.[91] Bailey Thomas Stewart, in a 1973 dissertation dealing with junior colleges in Michigan, reported that administrators also perceive more faculty participation in governance and decision-making in a bargaining environment.[92] In Shoup's study of Michigan community colleges, he concluded:

> In sum, there was general agreement that faculty had, indeed, gained a meaningful voice in those matters that most directly affected them. They were sharing with administrators and trustees in the making of decisions concerning salary, fringe benefits, and other personnel decisions directly affecting them.[93]

In another study of Michigan community colleges -- this time involving 6 of them which had used bargaining since 1965 -- Donald Bylsma confirmed this view, finding in 1969 that faculty participation in decisions concerning faculty

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[91] Audrey H. Muller, "Motives of Faculty ...."

[92] Bailey Thomas Stewart, Jr., "A Comparative Study of the Degree and Level of Decision Influence Administrators and Faculty Members Exercise and Have Exercised in Selected Bargaining and Non-Bargaining Junior Colleges in Michigan" (unpublished Ph.D. dissertation, Michigan State University, 1973).

[93] Charles A. Shoup, "A Study of Faculty ...", p. 72.

welfare and academic affairs had been enhanced through the negotiations process.[94]

These two areas -- compensation and faculty participation in governance -- seem to be the two major benefits of bargaining disclosed thus far by the empirical studies. There are other results, though, which seem less positive. First, bargaining generates considerably more work for everyone. Coe reported the experience of the City University of New York as follows:

> At CUNY it was necessary to assign a high-level person at each college to the responsibility for administering the contract and working with faculty labor relations. University-wide workshops were held for these individuals and their staffs to familiarize them with the contract, and they, in turn, held meetings at their colleges to review the agreement with key administrative personnel. A five-session course on the administration of grievance procedures was developed by the university for individuals responsible for the administration of the contract. And a communications network was established between the CUNY central office and individual campuses to facilitate information sharing and to insure uniformity in contract interpretation. Eventually, it became apparent that first-line administrators of the agreement, such as department chairmen, needed additional information and an opportunity to review problems in contract interpretation. Workshops were held on each campus for these administrators, with special emphasis placed on grievance procedures.[95]

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[94] Donald Bylsma, Jr., "Changes in Organizational Structure of Selected Public Community Colleges in Michigan since 1965" (unpublished Ph.D. dissertation, The University of Michigan, 1969).

[95] Alan C. Coe, "A Study of the Procedures ...", Part II, p. 9.

In varying degrees, depending upon the complexities of life on their campuses, most institutions involved in bargaining have had similar experiences. The results of these added burdens are larger staffs and increased costs. And, as Boyd observed, these costs "will be paid for partly by money which might otherwise have been spent in different ways, and partly by diverting energy from other tasks which should have been performed."[96]

A second negative effect is what seems to be a deterioration in traditional faculty-administrator relationships. Coe recounts the negative side of Bylsma's findings as follows:

> Although these schools had become more democratic, they also had become more bureaucratic. There were more rules for administrators and faculty and a greater impersonality between these two groups since the advent of negotiations. Specialization had increased as evidenced by a trend toward specifying what groups make what decisions.[97]

Shoup reported similar findings. In the colleges which he studied, bargaining:

1. Tended to polarize faculty and administrators ...;
2. Reduced administrative flexibility and standardized the treatment of faculty members;
3. Created communication problems ....[98]

And George Angell, reporting in 1971 on the reactions to bargaining by community college presidents in upstate New York,

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[96] William Boyd, "Collective Bargaining ...", p. 313.

[97] Alan C. Coe, "A Study of the Procedures ...", Part II, p. 8.

[98] Charles A. Shoup, "A Study of Faculty ...", pp. 73-78.

said:

> Presidents find themselves more directly involved with external politics and internal management control, and they particularly dislike the trend toward being supervised by government officials, such as a county executive or a budget director. Internally, presidents and deans find it necessary to meet regularly with union officials, and these meetings confuse the usual patterns of governance by faculty, senates, councils, and committees.[99]

Commenting also on the effects of bargaining on deans, Angell noted that they felt losses of identity, authority, and faculty professionalism.

Beyond these few broad patterns, what tenuous consensus there is rapidly breaks down into contradictory reports. For example, Everett C. Ladd, Jr. and Seymour M. Lipset, in Professors, Unions and American Higher Education, found faculty senates withering and dying off in institutions using collective bargaining which they studied.[100] James P. Begin surveyed some other institutions and found faculty senates alive and, in some cases, stronger than ever.[101]

The anecdotal nature and narrow focus of most of the research into the results of collective bargaining in higher education may well frustrate the seeker of broad trends, but

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[99] George W. Angell, "Collective Negotiations in Upstate New York", Junior College Journal, 42 (October, 1971), p. 10.

[100] Everett Carll Ladd, Jr. and Seymour Martin Lipset, Professors, Unions ...", pp. 81-88.

[101] James P. Begin, "Faculty Governance and Collective Bargaining: An Early Appraisal" (Washington, D. C.: Academic Collective Bargaining Information Service, 1974).

these same characteristics suggest what may be the most important trend of all: that bargaining on campuses does not produce uniform results; that an institution's experience with the process is more a matter of local factors than any others.

4. The Contextual Factor

Students of collective bargaining in higher education often warn against the use of "the private sector model" or "the industrial model" of the process. But, as William M. Weinberg pointed out recently in The Journal of the College and University Personnel Association, there "is no THE private sector model. Collective bargaining in the private sector has always been characterized by diversity. Each industry structured itself for collective bargaining based on the way management had organized itself to perform its own function." [102] Speaking to the same point at a conference sponsored in 1974 by the National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, Weinberg brought up a study by Sumner H. Slichter and associates [103] and noted the following results:

> The Auto Workers did not bargain the way the Building Trades bargain, and the Building Trades did not bargain the way the Teamsters

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[102] William M. Weinberg, "Structural Realities of Collective Bargaining in Public Higher Education", The Journal of the College and University Personnel Association, 25, 2, pp. 4-5.

[103] Sumner H. Slichter, James J. Healy, and E. Robert Livernash, The Impact of Collective Bargaining on Management (Washington, D. C.: Brookings Institutions, 1960).

> bargain, and in fact, within the Teamsters, they did not bargain the same way for all Teamsters. There is a difference between over-the-road negotiations and retail negotiations (e.g., milk, fuel oil, and other deliveries). The Teamsters and the Trucking Industry have organized themselves for these differences in bargaining.[104]

Extending the argument to higher education, Weinberg went on as follows:

> ... You cannot impose a neat preconceived structure on higher education bargaining because it is different and you have to adapt to those differences. It is structured differently and it is organized differently.
>
> There are vast differences between problems community colleges face and those faced by major universities, as there are differences between over-the-road truckers and construction truckers.[105]

This diversity among institutions of higher education and their various needs has been reflected in the plethora of ways collective bargaining has emerged in academe. For example, Weinberg noted the variety of organizational structures being utilized: in the sprawling diversities which are CUNY and SUNY, single unions dominate each system; the major universities are separated from the state colleges in New Jersey, Pennsylvania, Massachusetts, and Vermont; each campus has its own bargaining unit in Michigan; and there are separate bargaining units under centralized state control in Rhode Island. Bargaining unit scopes also vary. For

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[104] William M. Weinberg, "Bargaining Techniques: Constructive Relationship Rather Than Collective Destruction", The National Center for the Study of Collective Bargaining in Higher Education Newsletter, 3, 1, (January - February, 1975), p. 2.

[105] Ibid.

example, faculty units at Central Michigan and initially at Rutgers were restricted to teachers and researchers. But at CUNY and SUNY, non-teaching professional personnel joined faculty in the same units.[106]

Both organizational structure and unit scope, of course, have profound influences on contracts negotiated at the bargaining table and the results they generate. But even more important may be the local dissatisfactions which led to bargaining in the first place. Kenneth P. Mortimer and G. Gregory Lozier, for example, found the major issue propelling faculty in the Pennsylvania State College system toward bargaining to be their relations with the state legislature and governor. But the primary motivations for faculty at Temple University revolved around their relations with their own administrators.[107] In 1967, faculty members considering collective bargaining in the state colleges of California were motivated primarily "by Governor Reagan's proposed budget cuts."[108] A 1974 study by James R. Gress and Arthur E. Wohlers concluded that, in selected Ohio institutions of higher education, there was a direct relationship

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[106] William M. Weinberg, "Structural Realities ...."

[107] Kenneth P. Mortimer and G. Gregory Lozier, "Faculty Voting Behavior in the Collective Bargaining Elections for the Pennsylvania State Colleges and University System and Temple University", a paper presented at the Annual Meeting of the American Educational Research Association, Chicago, Illinois, April, 1974. ED 089 596.

[108] Lynn William Lindeman, "The Five Most ...", pp. 85-96.

between the seriousness of institutional issues and faculty receptivity to unionism.[109] And Joel Seidman, Al Edge, and Lane Kelley reached similar conclusions in a study concentrating on Hawaii:

> A faculty that is satisfied with its role in the decision-making process in its institution is unlikely to seek a different form of representation. Unless other important considerations intervene to suggest a different course, its vote is likely to be cast against union representation. The faculty that is dissatisfied, however, whatever the reasons, is likely to be far more receptive to alternate modes of expressing its desire and influencing campus policies. If the degree of dissatisfaction is mild, the faculty is likely to choose a moderate collective bargaining agency. ... A faculty that is highly dissatisfied, on the other hand, is more likely to turn to an aggressive collective bargaining agent that follows a trade union model.[110]

The particular dissatisfactions which drive a particular faculty to unionism also, quite logically, color their particular negotiations process and its particular product, a particular contract. Weinberg, for example, states: "At Boston State College, there was little governance to begin with; the administration and the union invented governance

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[109] James R. Gress and Arthur E. Wohlers, "An Explanation of Faculty Attitudes Toward Collective Bargaining in Selected Ohio Higher Education Institutions", a paper presented at the Annual Meeting of the American Educational Research Association, Chicago, Illinois, April, 1974. ED 090 872.

[110] Joel Seidman, Al Edge, and Lane Kelley, "Faculty Attitudes and Choice of a Collective Bargaining Agency in Hawaii" (Honolulu: Industrial Relations Center, College of Business Administration, University of Hawaii, 1974), pp. 34-35.

from scratch by writing it into the contract".[111] James P. Begin, in his study of the effects of bargaining on governance, noted, on the other hand, that the process only "reinforced" governance structures in institutions where faculty input always had been strong. At the College of Medicine and Dentistry of New Jersey, for example, "the bargaining agent (AAUP) has supported the establishment of faculty personnel procedures and a governance system outside the contract."[112] Begin concluded his study thusly:

> The exact mix of the procedures for faculty participation which evolve and the issues which are dealt with by the various procedures will likely depend on contextual factors in a given situation. The extent of governance before collective bargaining, the attitudes of the bargaining agent and the administration concerning the role of the senate, the nature of the bargaining relationship and a number of forces external to a particular institution are undoubtedly important considerations.[113]

Virginia Lee Lussier, searching for general patterns in contracts distinguishing the three major national faculty organizations from one another, agreed with Begin: "... the diversity of local situations {has} resulted in wide diversity between the stances of national organizations and individual local affiliates as well as among the local units of national organizations. In short, the attitudes and behavior manifested by a college collective bargaining agent are, in large

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[111] William M. Weinberg, "Bargaining Techniques ...", pp. 2-3.

[112] James P. Begin, "Faculty Governance and ...", p. 3.

[113] Ibid., p. 11.

measure, determined at the local rather than the national level, at least in these formative years."[114]

The diversity of the collective bargaining experience in higher education is well illustrated by the three issues of the Higher Education Contract Clause Finder, published by the Industrial Relations Center of the College of Business Administration at the University of Hawaii.[115] Some sixty pages are devoted to varying examples of provisions dealing with working conditions alone. This diversity explains the results of such studies as that of Bennett J. Hudson. Examining the bargaining experiences of four community colleges, each in a different state, Hudson reported: more faculty involvement in decision-making concerning salaries, tenure, and work load in some colleges; a significant increase in rules and regulations for both faculty and administration in some colleges; and a decline in communications between faculty and administration and the atrophy of faculty senates in some colleges.[116]

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[114] Virginia Lee Lussier, "National Faculty Associations ...", p. 15.

[115] Industrial Relations Center, College of Business Administration, University of Hawaii, Higher Education Contract Clause Finder, First, Second and Third Issues (Honolulu: Industrial Relations Center, College of Business Administration, University of Hawaii, 1972, 1974, 1974).

[116] Bennett J. Hudson, "Perceptions of Post-Bargaining Changes In Organizational Structures and Locus of Institutional Decision-Making In Selected Community Colleges" (unpublished Ed.D. dissertation, The University of Florida, 1973).

Using some 40 four-year institutions with bargaining as the basis for his analysis, Joseph Garbarino has discerned 3 different functional types of faculty unions producing this variety of results. The first he calls "defensive" unionism. "The distinguishing features of this type," he said, "are the prior existence of a fairly well established tradition of faculty participation in governance with the machinery in place to implement the process."[117] Feeling pressured by the causal factors discussed earlier in this review, these faculties have organized to defend their present status, to turn their informal systems of delegated authority into firm commitments through binding contracts. The results of such unionism have been minimal; the predominantly collegial "status quo has been institutionalized, but not disturbed in any fundamental way."[118]

The second type is termed "constitutional" unionism and "has appeared in some institutions with little of the traditional faculty governance arrangements prior to union organization." In these circumstances, "the union is accepted from the start as the basic arm of faculty participation. The union represents the faculty in the 'constitutional convention' stage of developing the system of governance. The governance system is the product of bargaining and is contractually based."[119] The results of this type of unionism

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[117] Joseph W. Garbarino, "Emerging Patterns of Faculty Bargaining", Academics at the Bargaining Table ..., p. 4.

[118] Ibid., p. 5.

[119] Ibid., pp. 5-6.

usually are markedly different from those generated by defensive unionism. Adversarialism between faculty and administration is accentuated while collegiality is diminished; the union is more responsive to the needs of faculty, per se, as opposed to the needs of the institution as a whole; and the influence of more varied interest groups within the faculty are more keenly felt.[120]

The third and final type is "reform" unionism. In a way, reform unionism is strong constitutional unionism; that is, it produces extreme "changes in established practices of institutional operation." Garbarino found this type of unionism most obvious "in large complex institutions that are not only multi-campus in nature but are made up of different types or levels of institutions." In such circumstances, bargaining has wrought dramatic change in almost every area of concern.[121]

"As more institutions are organized, the diversity of circumstances and of historical development," said Garbarino, "can be expected to generate a wider variety of organizational types reflecting the tremendous variety to be found among American institutions of higher education." Eventually, he added, as the movement matures, the constitutional model will predominate. But, for now, the exception will be the rule.[122]

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[120] Ibid., pp. 6-7.

[121] Ibid., pp. 7-8.

[122] Ibid., p. 9.

A central factor in determining the results of bargaining in any one local context seems to lie in the degree of adversarialism existing between faculty and administration; those areas in which faculty feel particularly threatened become key issues at the bargaining table. Time after time, writers cited in this section, either implicitly or explicitly, lead one to that conclusion. To explore this idea more fully is the task of the next section in this review.

5. Adversarialism Versus Collegiality

"Adversarialism" is a new word in the literature of higher education. Until very recently, students in the field seemed to play it down, concentrating instead on discussions of its atmospheric opposite, collegiality. But the advent of collective bargaining in academe has changed that. Now several writers have addressed the subject.[123] A useful review of the literature, emphasizing faculty-administrator conflict in junior colleges, is that done by

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[123] See, for example, the following works: Maurice C. Benewitz (ed.), Proceedings, First Annual Conference, April, 1973 (New York: National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, 1973); Thomas M. Mannix (ed.), Proceedings, Second Annual Conference, April, 1974 (New York: National Center for the Study of Collective Bargaining in Higher Education, Baruch College-CUNY, 1974); Donald J. Keck, "Are You Ready for Professional Negotiations?", a speech delivered before The Council of Community College Boards of the National School Boards Association, Chicago, Illinois, September 14, 1968, ED 030 429; and Charles J. Ping, "On Learning to Live with Collective Bargaining", Journal of Higher Education, 44, 2 (February, 1973), pp. 102-113.

Michael R. Capper and Dale Gaddy for the American Association of Junior Colleges.[124]

There always has been a degree of conflict between faculty members and their administrators, of course; it is only natural. Stephen Epler, in his analysis of the phenomenon elaborated thusly on this point:

> Some conflict exists in the nature of things: the faculty does have a perspective different than the administration; the faculty does have different goals, values, and experiences than administrators; people do depend on stereotypes to structure their environment. Thus, some conflict is natural and will persist in some form or another.[125]

Some writers have pointed out that conflict is not only natural, but also desirable. Kenneth Mortimer summed up the thoughts of many commentators as follows:

> Conflict can lead to greater understanding of substantive issues and to more rigorous debate of alternative courses of action. Social theorists have argued that institutionalized conflict is a stabilizing mechanism in loosely structured organizations and open societies. By permitting direct expression of conflicting claims, these societies can readjust their priorities and procedures by eliminating sources of dissatisfaction and causes for dissociation. Thus, through tolerating institutionalized conflict, institutions of higher education may reestablish unity, or at least reach a tolerable solution to the issues that divide them.[126]

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[124] Michael R. Capper and Dale Gaddy, "Faculty Participation in Junior College Governance" (Washington, D. C.: American Association of Junior Colleges, 1969), ED 027 886.

[125] Stephen H. Epler, "Faculty-Administration Relationships ...", p. 24.

[126] Kenneth Mortimer, "Governance in Higher Education: Authority and Conflict in the Seventies", Insights into Higher Education: Selected Writings of CSHE, 1969-73, 1, Governance (University Park: Center for the Study of Higher Education, The Pennsylvania State University, 1974), p. 50.

Mortimer's hopes for the reestablishment of unity and the solution to divisive issues point to the underlying reasons for this new attention to adversarialism between faculty and administrators. As was discussed earlier in section 2, many of the same causal factors leading faculty to collective bargaining are also pointing up the differences between them and their administrators and, thus, intensifying the conflict. Edward Bloustein described the phenomenon in these words:

> We are indeed witnessing the break-up of collegiality. But again I suggest to you that this is not a consequence of the trade union movement .... What has happened is that our faculty and our student body and even our boards of governors have now found that their interests are not as common and not as united as they once were. There is now a frank recognition that there are adverse interests.
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> . . .
>
> What we find happening, therefore, is that the trade union movement has caused us to recognize an organized spokesman for the faculty interest, and it has thereby invited recognition of other interests on campus adverse to those of the faculty.[127]

In the ensuing struggle among faculty, administration, and external bodies for power and money, collegiality, always a marginal force in most institutions of higher education, may suffer. Some writers, in fact, are beginning to wonder if true collegiality ever did exist in any but a very few institutions. In a review of the literature on governance

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[127] Edward J. Bloustein, "Collective Bargaining and University Governance", a speech presented at the annual meeting of the Association of American Colleges, San Francisco, January 15, 1973, ED 074 928, pp. 10-11.

from 1965 to 1970, for example, Harold L. Hodgkinson concluded: "At many, perhaps even most, institutions of higher education, the faculty never did function as a community of scholars".[128] What amounts to almost a myth of universal collegiality was generated and sustained, according to Hodgkinson, by writings on the subject which never looked beyond the most prestigious institutions and, thus, encouraged erroneous generalizations.

Joseph Garbarino, in a recent conference paper on the subject, confirmed Hodgkinson's findings:

> In 1970, the AAUP conducted a comprehensive survey of governance practices in over one thousand institutions that gives us a picture of existing practice at the beginning of the major growth period of faculty unionism. Thirty-one separate areas of governance were included and the levels of {faculty} participation were characterized as either determination, joint action, consultation, discussion, or none. For all 31 areas considered together, the median level of participation was found to be just short of consultation.[129]

Garbarino defined "consultation" as a "formal procedure" or "other method" for faculty input in the decision-making process. To be "just short" of that category puts the faculty position into the category of "discussion", which means "that informal expressions of opinion of faculty were accepted or that formal opinions were solicited only from administratively selected committees." This is not the concept

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[128] Harold L. Hodkinson, "Campus Governance -- The Amazing Thing Is That It Works At All" (Washington, D. C.: ERIC Clearinghouse on Higher Education, 1971), ED 051 439, p. 8.

[129] Joseph W. Garbarino, "Collegiality, Consensus ...", p. 2.

of shared authority usually implied in most discussions of traditional collegiality; the spirit of such a system of campus decision-making would seem to be best labelled as "joint action", defined by Garbarino as meaning "that formal agreement of the two parties involved was required."[130]

The realities of the situation in most institutions always have favored the administration. Technically, of course, they have all of the authority. The true spirit of traditional collegiality dictates that they voluntarily share some of it with the faculty while retaining ultimate power. But, in practice, this sharing often is more shadow than substance. Garbarino labelled the traditional version of collegiality as practiced in most institutions as "consultative" collegiality and explained its essential weakness as follows:

> When the recommendations for action that are forthcoming are reasonably consistent with what the administration would have liked to do anyway, the appearance of effective delegation can be produced at relatively little cost. Because they have the final decision, administrators can arrange for, or at least cheerfully accept, 'participation' from groups they know in advance will present diametrically opposed recommendations. They can often even influence the content of the advice they receive by selecting or influencing the selection of some of the members of the advisory committees. This can provide the appearance of widespread consultation while leaving the administration free to choose in making the ultimate decision.[131]

The growing tensions of the past few years on campus

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[130] Ibid., pp. 2-3.

[131] Ibid., p. 7.

have widened the gap between faculty and administrators in many areas, and as collegial consensus has become more and more difficult to achieve, faculty have grown aware of the weakness of their position in such a system. Mutual respect and trust between faculty and administration, essential conditions for effective consultative collegiality, have been seriously weakened, especially in those institutions where collegiality always had been abused; and the collegial faith in one's colleagues is being replaced by an adversarial faith in rules. Edward Bloustein put it this way:

> In legal terms we have seen a change from a social context in which rights and obligations arose out of status to one in which rights and obligations arise out of consensual agreement.
>
> In the history of law, this is the origin of the theory of contract. Prior to the existence of contract as a recognizable form of legal relationship, most rights and obligations in law arose out of status relationships. What we now find is that for a variety of reasons that status-based relationship within the university has broken down and in its place we have to begin making agreements.[132]

Here enters collective bargaining, and the initiation of the process often heightens adversarialism. Edwin C. Pendleton, commenting on the Hawaii experience, reported that both sides, "new to the bargaining process, feel impelled to test their positions: the union to demand a whole new world; the employer to maintain the pre-union status quo and to use every known argument, legal ambiguity

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[132] Edward J. Bloustein, "Collective Bargaining and ...", p. 12.

or right, such as legally stated management rights, to resist encroachment on his traditional power. This means an inevitable amount of pulling and hauling, of 'refusals to bargain', of demands for legal opinions, and even threats and counterthreats."[133] The literature generated by both sides confirms this view. The publications of all 3 national faculty organizations are combative in discussing the negotiations process. And management guidelines are similar. For example, Gerald D. Welch, in a recent article offiering advice to the management negotiation team, said it "is like a team on the field during a football game." The back-up team, he went on, "is similar to the spotters in the press box. They are looking for weaknesses in both the offense and defense of their opponents in order to supply the players on the field with ammunition to score on their opponents and to prevent the opponents from scoring on them."[134]

Such an attitude does not encourage collegiality at the bargaining table. And if the 1972 conclusions of Harold I. Goodwin and John O. Andes concerning contract content continue to hold true, the adversarial bargaining process will spread to more and more campus issues. Comparing 1972 contracts to those negotiated in 1971, these two researchers

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[133] Edwin C. Pendleton, "Educators Unionize: The Hawaii Scene" (Honolulu: Industrial Relations Center, College of Business Administration, University of Hawaii, 1972), p. 20.

[134] Gerald D. Welch, "Collective Bargaining and the Management Negotiating Team", The Journal of the College and University Personnel Association, 25, 1 (January, 1974), p. 53.

found the earlier ones largely restricted to "the legitimation of collective bargaining and the obtaining of basic 'wants'. We saw a focus on salary provisions, exclusive representation, bargaining unit composition, leave provisions and similar factors." In the 1972 contracts, "governance items nearly doubled," "academic contract items more than doubled," and "there was a strong surge" in several other areas as well.[135]

The particular features of any one contract, of course, are determined largely "by the personalities involved and how each contestant views his opposite," as Pendleton pointed out, echoing the emphasis on contextualism made earlier in this review.[136] The mix of contractual comprehensiveness and traditional collegiality acceptable to one institution may not be acceptable to another one. It all depends on the degree of mutual trust and respect which each side confers upon the other. On the one hand, as contractual comprehensiveness and detail increase, the risks of the unknown and unforeseen to the best interests of both sides decrease. But on the other hand, those same increments in contractual comprehensiveness and detail can cost something: flexibility and freedom of action on both sides in meeting the unknown and unforeseen. The desirability of this trade-

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[135] Harold I. Goodwin and John O. Andes, Collective Bargaining in Higher Education: Contract Content - 1972 (Morgantown: West Virginia University, 1972), pp. 5-6.

[136] Edwin C. Pendleton, "Educators Unionize ...", p. 21.

off of risk for rigidity will vary from institution to institution.

6. The Ideal Mix

Goodwin and Andes, in their 1972 analysis of 101 collective bargaining contracts in higher education, provided an extensive outline of areas covered thus far in a variety of contracts.[137] Using their work as a base, a rearranged and concentrated version would consist of five categories (benefits, academic matters, governance, general matters, and contract management) containing 42 areas:

A. BENEFITS:

1. Special Financial Considerations
   Guidelines and mechanisms concerning subsystem and/or institutional assistance in financing such faculty expenses as dues for professional organizations, subscriptions to professional publications, and professional development (attendance at conferences and the like).

2. Insurance Coverage
   Criteria and mechanisms for insurance protection of various kinds -- life, accident, health, liability, and the like.

3. Leaves
   Definitions of and guidelines for personal leaves, professional development leaves, research leaves, and the like.

4. Retirement
   The detailing of policies and program.

5. Salaries
   The detailing of salary schedule, payroll deductions, annual increases, cost-of living adjustments, extra-duty compensation, merit pay, and the like.

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[137] Harold I. Goodwin and John O. Andes, Collective Bargaining in ...", ch. 10.

6. Travel Reimbursements
Criteria and mechanisms for financial reimbursements to faculty for travel expenses incurred on institutional business.

7. Tuition Reimbursements
Criteria and mechanisms for financial reimbursements to faculty for courses taken in professional development.

8. Working Conditions
Guidelines and protections concerning clerical assistance, parking facilities, health and safety standards, office space, faculty lounges, and the like.

B. ACADEMIC MATTERS:

9. Committees for Academic Affairs
The powers and procedures of faculty committees dealing with professional standards, curriculum, and the like.

10. Academic Freedom
The definition of both the rights and responsibilities inherent in the term.

11. Faculty Personnel Policies Related to Academic Affairs
The detailing of criteria and procedures (including the roles and responsibilities of faculty, the Board of Trustees, institutional administrators, and possibly students) concerning faculty appointment, reappointment, non-reappointment (of non-tenured faculty) and dismissal (of tenured faculty).

12. Academic Rank
The detailing of standards, rank equivalencies, and the like.

13. Assistance in Instruction
Guidelines and procedures concerning the assignment of graduate assistants, work-study students, and the like.

14. Classroom Environment
Guidelines and protections concerning equipment, supplies, custodial services, and the like.

15. Faculty Code of Ethics
Guidelines concerning ethical conduct

and a commitment to quality by faculty.

16. Faculty Rights and Responsibilities Related to Academic Affairs
Faculty commitments in academic advising, institutional ceremonial activities, and the like.

17. Faculty Experimentation and Innovation
Guidelines and protections pertaining to these activities in teaching and program construction.

18. Substitute and Part-time Teachers
Criteria and procedures for their selection and use.

19. Tenure
The definition of and criteria and procedures for conferral of tenure.

20. Faculty Workload
Guidelines and protections pertaining to teaching load, course scheduling, non-teaching responsibilities, office hours, class size, evening and/or Saturday classes, Summer School, and the like.

C. GOVERNANCE:

21. Grievance Processes
The definition of grievances and the procedures for dealing with them (including the place of binding arbitration in the process).

22. Maintenance of Management Rights
The detailing and affirmation of the retention (by the Board of Trustees or its designated agents) of rights, powers, and authority established by law or past practice and not modified by other portions of the contract.

23. Faculty Personnel Policies
The detailing of the roles of faculty, the Board of Trustees, institutional administrators, and possibly students in dealing with the following matters related to faculty: evaluations, employee files, promotions, transfers, staff reductions, anti-discrimination, and seniority.

24. Faculty Governance
The detailing of the role of faculty in general matters of institutional governance: the role of the faculty senate, faculty committee responsibilities and memberships, the disciplining of faculty members, responsibilities for the creation and enforcement of faculty bylaws, and the like.

25. Maintenance of Faculty Rights and Benefits
The detailing and affirmation of the retention (by faculty) of rights and benefits established by law or past practice and not modified by other portions of the contract.

26. Administrative Personnel Policies
The detailing of the roles of faculty, the Board of Trustees, institutional administrators, and possibly students in administrator recruitment, selection, duties, salary and change.

27. Institutional Planning and Development
The detailing of the roles and responsibilities of faculty, the Board of Trustees, institutional administrators, and possibly students in this activity.

28. Organizational Charts
The detailing of lines of authority within the institution and/or subsystem.

29. Special Funds
The detailing of the roles and responsibilities of faculty, the Board of Trustees, institutional administrators, and possibly students concerning funds set aside for institutionally-sponsored research, special programs, and the like.

30. Publication and Development Rights
Faculty and institutional protections and privileges.

D. GENERAL MATTERS:

31. The Institutional Calendar
The commencements and terminations of semesters, final examination periods, various deadlines, holiday observances, and the like.

32. Collective Bargaining Agent Rights
Union use of institutional facilities, released time for union officials, union access to institutional information, and procedures for union communication with the Board of Trustees.

33. Job Postings
The criteria and procedures for the posting and publicizing of job openings of interest to faculty within and without the institution and subsystem.

34. Outside Employment and Consultant Work
Guidelines and procedures concerning faculty engagement in these activities.

35. Strikes and Lockouts
Provisions dealing with the possibilities of (1) faculty strikes, work stoppages, work interruptions, and the like, and (2) Board of Trustees/institutional administrative lockouts or similar activities throughout the contract period.

E. CONTRACT MANAGEMENT:

36. Statement of Intent
A detailing of the purposes and scope of the contract.

37. Recognition of Bargaining Agent
A declaration of the legitimacy of union representation of faculty concerns, and a detailing of those faculty concerns to be handled exclusively through union representation.

38. Terms and Definitions
The exact meaning of such terms as "faculty member" and "administrator" in the contract.

39. Negotiation Processes
The procedures for initial negotiations, reopening negotiations during the contract period to solve unanticipated problems, and renewing negotiations near the end of the contract period to prepare a new contract.

40. Consultation and Communication
The procedures for these activities between the union and institutional

administration throughout the contract period.

41. Contract Duration
The period of time throughout which the contract will be in force.

42. Contract Implementation
The assignment of responsibilities and creation of mechanisms for the printing and distribution of contracts, legislative lobbying for enabling legislation necessary to any contract provisions, and the separability of any portions of the contract found to be contrary to law in order to keep the remaining portions in force.

As Goodwin and Andes mention in reference to their own outline, "no contract contains all of the items listed, and most contain one or more items not included." The same is, of course, true here. But, even more importantly, among contracts dealing with the same areas, there is much diversity. Some go into great contractual comprehensiveness and detail, leaving little or no room for traditional collegial flexibility; some are at the other end of the spectrum, treating a given area only in the most general contractual terms and leaving collegial flexibility very dominant; and still others are somewhere in between these two extremes. As was established earlier in this review, the temper of any one contract seems to be determined largely by local tensions.

Several writers, observing this variety of contracts and the results they are beginning to generate, have speculated on what the best mix of contractual detail and collegiality may be. Each writer has his own ideal plan, but at least three general groupings can be made.

One large group thinks the best contract is no contract

and basically argues that traditional collegiality be strengthened as a defense against the movement. C. Keith Groty, in an article for the Journal of the College and University Personnel Association, for example, recommended "the recognition through policy and action that faculty, as professionals, have a right to full involvement in the decision-making process of the institution ...."[138] To facilitate this involvement, he said "the increased development of formal procedures and written policies is necessary ...." And, with a critical eye toward the process of collective bargaining, he added: "Without collective bargaining these procedures and policies are less likely to become 'straight jackets' to responsive and effective academic personnel administration."[139] Groty is not alone in his thinking; several writers agree with him.[140]

So, too, apparently do administrators and faculty members

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[138] C. Keith Groty, "Better Academic Personnel Administration Need Not Wait for Collective Bargaining," The Journal of the College and University Personnel Association, 25, 2 (April, 1974), p. 90.

[139] Ibid., p. 91.

[140] See, for example, the following works: John J. Corson, "From Authority to Leadership", a paper presented at a conference of the National Association of State Universities and Land Grant Colleges, Washington, D. C., November 11, 1968 (Washington, D. C.: National Association of State Universities and Land Grant Colleges, 1968), ED 024 336; John J. Corson, "Governance: Interacting Roles of Faculty, Students, and Administrators", an address presented at the 26th National Conference on Higher Education, Chicago, Illinois, March 16, 1971 (Washington D. C.: American Association for Higher Education, 1971), ED 050 673; and Dexter L. Hanley, "Issues and Models for Collective Bargaining in Higher Education", Liberal Education, 57, 1 (March, 1971), pp. 5-14.

in many institutions of higher education across the country. Joseph Garbarino commented on this development thusly:

> Considered across the whole range of institutions of higher education, faculty unionism has increased the effectiveness of senates as vehicles for faculty participation in governance dramatically. The key to this possibly surprising statement is that only about one-eighth of all the institutions of higher education have been organized, and there is no question that in the unorganized seven-eights, scores of new senates have been created and scores of existing senates have been reinvigorated as a result of the spread of unionism.[141]

Another large group wants to restrict the bargaining process and its adversarialism to matters for which there seem to be no real alternatives (like economic and due process issues). Academic and governance matters would be left largely for disposal through more collegial vehicles, like the faculty senate and its committees.[142]

This group could accept a negotiated system of campus governance which utilizes what they consider to be the best

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[141] Joseph W. Garbarino, "Collegiality, Consensus ...", p. 1.

[142] See, for example, the following works: William Boyd, "Collective Bargaining ..."; Daniel R. Coleman, "The Evolution of ...", Part II; Joseph N. Hankin, "Alternatives to Collective Bargaining", Collective Bargaining in Junior Colleges, a paper presented at a conference sponsored by the Junior College Council of the Middle Atlantic States on Collective Bargaining in the Community Colleges, 1972, ED 070 437; Carl M. Stevens, "The Professors and ..."; Donald E. Walters, "Collective Bargaining in Higher Education" (Washington, D. C.: Association of Governing Boards of Universities and Colleges, 1973), ED 092 059; and Arnold R. Weber, "Academic Negotiations -- Alternatives to Collective Bargaining", a report presented at the Plenary Session at the 22nd National Conference on Higher Education, sponsored by the Association for Higher Education, Chicago, Illinois, March 6, 1967, ED 014 122.

aspects of both collective bargaining and true collegiality. In order to create such a system, according to David L. Graham and Donald E. Walters' chapter on the bargaining process in Faculty Unions and Collective Bargaining, the original principles on which industrial bargaining rests must be amended in 4 fundamental ways: (1) faculty are more than employees; as professionals, they are largely self-initiating and self-sustaining in their work and goals; (2) collegiate employer and employee interests are truly mutual in many ways; (3) the essential usefulness of collegiality in higher education precludes too great an emphasis on adversarialism in negotiations; and (4) distinctions "between management as owners of the tools of production on the one hand and the worker on the other" blur in higher education.[143]

These amended principles should inform the negotiations process, say Graham and Walters, and lead to an agreement which construes faculty participation in governance as "a condition of employment." The machinery for governance should actively include every member of each bargaining unit regardless of his dues-paying status. "If the parties bring these ideas to the bargaining table and thereby think in terms of institutional benefits rather than management or labor benefits, then a negotiated system of campus governance can become a compelling force for stabilizing the campus,

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[143] David L. Graham and Donald E. Walters, "Bargaining Process", Chapter 3 in: E. D. Duryea, Robert S. Fisk, and Associates, Faculty Unions and ..., p. 62.

preserving collegiality, ensuring institutional autonomy, and affirming the rights and responsibilities of faculty members as professionals."[144]

This model of co-existence has its critics. For example, Bernard Jay Williams maintained in a recent article that "it is a highly tender balance with very little chance of lasting permanence. The faculty may agree to maintain the balance one day and not the next."[145] He envisioned two scenarios. The first has both the faculty senate and faculty union comprised of essentially the same membership. In this case, said Williams, "what is not won at the bargaining table will surely show up on the floor of the senate notwithstanding any prior gentleman's understanding between management and the union-senate concerning separate spheres of jurisdiction over the subject matter .... Management here becomes the little white ball in a continuous union-senate game of ping-pong."[146] In the second scenario, the union has a marginal mandate and, thus, several enemies in the senate. This generates a competition between the two forces as each tries to outdo the other. This situation, said Williams, not only hurts management, but also weakens the senate; "the senate will quickly be relegated to a secondary position in search of an issue not yet covered by

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[144] Ibid., p. 63.

[145] Bernard Jay Williams, "Faculty Bargaining ...", p. 54.

[146] Ibid.

the contract that it can discuss at least until the next bargaining session comes along."[147]

The third group of writers agree with Williams in his analysis of union response to a challenge by the senate: "The union will quickly assert its legal right of exclusive representation over all statutory subjects for mandatory bargaining. It is but a short leap from mandatory to permissive subject matters of bargaining, from the conventional statutory language of 'terms and conditions of employment' to academic policy."[148] In time, of course, the union would supplant the senate. The only difference between this third group and Williams is that they view the prospect more favorably.

The inclusion of most major faculty concerns within the scope of negotiations is advocated by the majority of union spokesmen and partisans, of course, as well as many administrators. Joseph Garbarino explained their willingness to virtually abandon traditional collegiality in a recent conference paper. Concerning the union viewpoint, he wrote:

> Although this may sound like the end of collegiality, it really amounts to a redefinition of collegiality by the union. Unions argue that they are making collegiality effective for the first time because they define collegiality as a process of decision-making in which the parties considering an issue reach an agreement that is binding on the administration or, if it is rejected, the rejection is then subject to review by a third party.

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[147] Ibid., p. 55.

[148] Ibid., pp. 54-55.

> As a result of this process, the wide range of issues that have historically been the subject of collegial discussion .., will be divided into mandatory, permissive, and prohibited subjects for bargaining. The division of the topics among the categories will be the result of legal prescription and court or labor board decisions, but private sector experience points up the fact that the question of what is negotiable is itself largely negotiable.[149]

The replacement of traditional consultative collegiality by bargaining collegiality also has some attractions for administrators. Garbarino specifically notes two of them, each relating to administrative efficiency. First, "bargaining at periodic intervals with an official and exclusive representative encourages the simultaneous consideration of the whole range of issues between the parties," as opposed to the piecemeal and prolonged approach dictated by the collegial system. And second, the goal of simple majority rule underlying bargaining processes is easier to achieve than the consensus among major interest groups necessary under effective collegiality.[150]

Here, then, are the 3 major viewpoints concerning the mix of collegiality and contractual comprehensiveness best suited for American institutions of higher education. They range from virtually complete collegial dominance to virtually complete contractual dominance. Each camp has decided how much it is willing to replace, in Garbarino's words, "custom with contract, collegial consensus with majority rule, con-

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[149] Joseph W. Garbarino, "Collegiality, Consensus ...", p. 11.

[150] Ibid., pp. 12-14.

sultative committees with bargaining teams, and continuous discussion of discrete issues with periodic open-ended constitutional conventions."[151]

Into which camp will each of Connecticut's four subsystems of higher education fall? As has been established in this review, the answer to this question will be determined largely by contextual factors -- local fears, hopes, and tensions. And it is to this question now that this study turns.

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[151] Ibid., p. 16.